# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: City of Altamonte Springs – 2005 ASA Softball Men's Major Fast Pitch National Championship Agreement

DEPARTMENT: Tourism Development DIVISION:
AUTHORIZED BY: Suzan Bunn CONTACT: Kathryn Townsend EXT. 2905
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Agenda Date 4-26-05 Regular Consent Work Session Briefing
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Public Hearing – 1:30 🔲 Public Hearing – 7:00 🗌
Public Hearing – 1:30

## **BACKGROUND:**

The City of Altamonte Springs is hosting the 2005 ASA Softball Men's Major Fast Pitch Championship August 4-7, 2005. This four day event will be held at the City of Altamonte Springs, Merrill Park Complex. This is the first year this event will be held in Florida. It is anticipated over 650 players, fans and media will attend. The City of Altamonte and Seminole County have a long history of sponsoring and promoting national softball tournaments. The partnership between the City and County guarantees a quality event.

The Tourism Development Council recommends this expenditure in the amount of \$5,150 (\$4,000 bid placement guarantee; \$1,150 advertising and promotion) which is available and approved in the Tourism Development budget for FY 04-05.

Attached is the estimated Economic Impact Statement showing total direct economic impact of over \$352,000. This event predicts over 800 room nights for area hotels.

Reviewed by: 48.09
Co Atty: A dam
DFS: A dam
Other:
DCM: SS
CM:
File No. CTD01

#### 2005 ASA SOFTBALL MEN'S MAJOR FAST PITCH NATIONAL CHAMPIONSHIP AGREEMENT

THIS AGREEMENT is made and entered this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and the CITY OF ALTAMONTE SPRINGS, whose primary place of business is located at 225 Newburyport Avenue, Altamonte Springs, Florida 32701, hereinafter referred to as the "CITY".

#### WITNESSETH:

WHEREAS, the Florida State Legislature enacted Section 125.0104, Florida Statutes, known as the Local Option Tourist Development Act in response to the growing need of Florida counties to provide additional revenue sources for tourist development to stimulate the local economy; and

WHEREAS, Section 125.0104, Florida Statutes, provides that Tourist Development Tax Revenues may be used to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote publicly owned or operated convention centers, sports stadiums, sports arenas, coliseums or auditoriums within the boundaries of the COUNTY's special taxing district in which the tax is levied; and

WHEREAS, the voters of Seminole County approved by referendum, the imposition of the Tourist Development Tax on transient rental accommodations in Seminole County; and

WHEREAS, the COUNTY, in coordination with the Tourist Development Council, appropriated Tourist Development Tax Revenues to promote the 2005 ASA Softball Men's Major Fast Pitch National Championship to be held August 4-7, 2005, hereinafter referred to as "Event," to take place at Merrill Park Complex in Altamonte Springs; and

WHEREAS, the COUNTY desires CITY to place the tournament guarantee to the Amateur Softball Association of America in order to secure the Event for the Complex,

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and CITY agree as follows:

Section 1. Term. The term of this Agreement is from October 1, 2004, through September 30, 2005, the date of signature by the parties notwithstanding, unless earlier terminated, as provided herein.

Section 2. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' written notice to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that CITY fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by CITY after CITY has received notice of termination. Upon said termination, CITY shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder.

#### Section 3. Services.

- (a) CITY shall use funds from this Agreement to promote and advertise Seminole County tourism through the holding of the Seminole County-based 2005 ASA Softball Men's Major Fast Pitch National Championship, as described in Exhibit "A," attached hereto and incorporated herein by reference.
- (b) The Seminole County Convention and Visitors Bureau logo with telephone number and web site address must appear on all promotional material for which reimbursement will be requested.
- (c) CITY shall submit proposed advertisement and promotional copy to the COUNTY for review and approval prior to publication. Advertising

and promotional copy that has not been approved by the COUNTY shall not be eligible for reimbursement.

- (d) Promotional packages sent out by CITY for the event must contain a list of Seminole County hotels provided by the Seminole County Convention and Visitors Bureau. No other hotel list may be included in the promotional packet. All such promotional packets must be approved by the COUNTY prior to distribution in order to qualify for reimbursement.
- (e) CITY is required to utilize the Event Questionnaire provided by the Seminole County Convention and Visitors Bureau. In order to qualify for reimbursement funds, CITY must provide to the Seminole County Convention and Visitors Bureau, after the event, a minimum number of questionaires, completed in full by attendees at the 2005 National Championship; the minimum number of required questions must be equal to ten percent (10%) of the projected attendance at the event, as stated in the grant application, or one hundred fifty (150), whichever is greater. Incomplete or partial questionaires will not count toward the refunded minimum number.

Failure to provide the required number of completed questionaires or failure to utilize the required form questionaire shall result in both non-reimbursement of approved funds, but shall also directly impact future qualifications for Tourist Development Tax funding.

- (f) After-event preliminary statistics for room nights and economic impact must be submitted to the COUNTY no later than thirty (30) days after the event.
- (g) A hotel poll reflecting an accurate accounting of room nights used for the event shall be conducted by CITY and submitted to the COUNTY no later than one (1) week after the event.

- (h) CITY shall be required to have and maintain a website for the purpose of promoting tourism to and attendance at CITY's event. Said website shall be linked to the Seminole County Tourism website (www.visitseminole.com) and such link shall be maintained throughout the duration of this Agreement.
- (i) Failure to comply with or failure to meet the requirements of said Section, including time deadlines, shall result in termination of this Agreement and forfeiture of all financial assistance rendered to SANFORD by the COUNTY pursuant to this Agreement.

#### Section 4. Liability and Insurance.

(a) **Liability.** COUNTY, its Commissioners, officers, employees and agents shall not be deemed to assume any liability for the acts, omissions and negligence of CITY, its officers, employees and agents in the performance of services provided hereunder

#### (b) Insurance.

. . .

CITY shall furnish the COUNTY with a Certificate of (1)signed by an authorized representative of the insurer evidencing the insurance required by this Section (Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the Until such time as the cancellation or restriction of coverage. insurance is no longer required to be maintained by CITY, CITY shall provide the COUNTY with a renewal or replacement Certificate of than thirty (30) days before expiration or less Insurance not replacement of the insurance for which a previous certificate has been provided.

- (2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CITY shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.
- (3) In addition to providing the Certificate of Insurance, if required by the COUNTY, CITY shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.
- (4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by CITY shall relieve CITY of CITY's full responsibility for performance of any obligation including CITY's indemnification of COUNTY under this Agreement.
- (5) <u>Insurance Company Requirements</u>. Insurance companies providing the insurance under this Agreement must meet the following requirements:
- (A) Companies issuing policies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.
- (B) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

- (C) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, or 2) fail to maintain the requisite Best's Rating and Financial Size Category, CITY shall, as soon as CITY has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CITY has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CITY shall be deemed to be in default of this Agreement.
- obligations or liability of CITY, CITY shall, at CITY's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of the event and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

### (A) Commercial General Liability.

(i) CITY's insurance shall cover CITY for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(ii) The minimum limits to be maintained by CITY (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

### LIMITS

General Aggregate

\$Three (3) Times the

Personal & Advertising

Each Occurrence Limit

Each Occurrence Limit \$1,000,000.00

Injury Limit

\$1,000,000.00

- The insurance provided by CITY pursuant to (7)Coverage. this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CITY.
- (8)Occurrence Basis. The Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.
- Billing and Payment. The COUNTY hereby agrees to Section 5. provide funds to CITY up to a maximum sum of FIVE THOUSAND ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$5,150.00), with \$4,000 for placement of the tournament guarantee and \$1,150 to be used for advertising and promotion. Said funds are reimbursable upon:
- (a) Receipt by the COUNTY of a Request for Funds Form, attached hereto and incorporated herein as Exhibit "A" from CITY requesting all or part of the above amount no later than ninety (90) days after the The Request for Funds Form shall be completed properly with original invoices and copies of checks as documentation attached Such request by CITY shall only be for the bid specifically provided for herein. Failure to file the Request for Funds form with the COUNTY within ninety (90) days of the event shall result in termination of this Agreement and forfeiture of all financial assistance

to be rendered to CITY by the COUNTY pursuant to this Agreement.

(b) Verification by the Seminole County Convention & Visitors Bureau Director that CITY has placed by bid for which reimbursement is sought and has complied with the reporting requirements contained hereinafter;

(c) Payment requests shall be sent to:

Original:

Director

Seminole County Convention & Visitors Bureau

1230 Douglas Avenue, Suite 116

Longwood, Florida 32779

Duplicate:

Director, Department of Finance Seminole County Services Building

1101 East First Street Sanford, Florida 32771

Section 6. Reporting Requirements. In the performance of this Agreement, CITY shall maintain books, records and accounts of all activities in compliance with normal accounting procedures. Each Request for Funds Form shall detail costs incurred. CITY shall file an interim Narrative Progress Report Form, attached hereto and incorporated herein as Exhibit "B," with the Request for Funds Form. Additionally, CITY shall submit a final Narrative Progress Report Form and a financial report within ninety (90) days of project completion or lapse or termination of this Agreement.

Section 7. Non-Allowable Costs. The purpose for which Tourist Development Tax grant funds are provided to CITY shall not duplicate programs for which monies have been received, committed or applied for from another source. The monies provided hereunder shall be expended only for the activities or purposes set forth in this Agreement.

Section 8. Unavailability of Funds. CITY acknowledges that Tourist Development Tax revenues are the source of funding for this Agreement and that no other COUNTY revenues shall or may be utilized to meet the COUNTY's obligations hereunder. If, for whatever reason, the

funds pledged by the COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to CITY as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by CITY after CITY has received such notice of termination. In the event there are any unused COUNTY funds, CITY shall promptly refund those funds to the COUNTY, or otherwise use such funds as the COUNTY directs.

Section 9. Access to Records. CITY shall allow the COUNTY, its duly authorized agent and the public access to such of CITY's records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with Florida Statutes.

Section 10. Liaison. CITY shall submit the original copies of the Request for Funds forms, the Narrative Progress Report form and any other required reports or correspondence to the following:

Director Seminole County Convention & Visitors Bureau 1230 Douglas Avenue, Suite 116 Longwood, Florida 32779

Section 11. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

#### For COUNTY:

Director Seminole County Convention & Visitors Bureau 1230 Douglas Avenue, Suite 116 Longwood, Florida 32779

## For ALTAMONTE SPRINGS:

City of Altamonte Springs Philip Penland, City Manager 225 Newburyport Avenue Altamonte Springs, Florida 32701 Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 12. Assignments. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

### Section 13. Entire Agreement.

- (a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.
- (b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

Section 14. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CITY shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to SANFORD as provided hereinabove.

## Section 15. Conflict of Interest.

(a) CITY agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

- (b) CITY hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of CITY to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.
- (c) Pursuant to Section 216.347, Florida Statutes, CITY hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed on the day and year first above written.

CITY OF ATTAMONTE SPRINGS

- Fatan Ge Jaentriaht	The College Co
Patsy Walnright, City Clerk	Philip Perland, City Manager
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	Ву:
MARYANNE MORSE Clerk to the Board of County Commissioners of	CARLTON HENLEY, Chairman
Seminole County, Florida.	Date:
For the use and reliance	As authorized for execution
of Seminole County only.	by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.

12/23/04, 2/22/05 3/10/05 MENS MAJOR SOFTBALL

County Attorney

ATTEST:

Attachments:

Exhibit "A" - Project Expenses

Shan E. Duting 48.05

Exhibit "B" - Request For Funds Form

Exhibit "C" - Narrative Progress Report Form



# PROJECT EXPENSES:

Mailhouse	\$ 200.00
Postage for Mailings	\$ 200.00
Registration/Marketing Piece	\$ 750.00
ASA National Bid Fee	\$ 4,000.00
Total Tourism Funds:	<u>\$ 5,150.00</u>
Other Project Expenses	
National ASA Tournament Rep (\$50.00 per Diem per day p	lus one day) \$ 250.00
ASA National UIC Rep (\$50.00 per day X 4 days)	\$ 200.00
ASA Umpires	
(3 per game minimum @ \$30.00 per game X 59games =	\$ 5,310.00
Photography	\$ 150.00
Athletic Trainers	\$ 200.00
Scorekeepers	\$ 800.00
Statistician	\$ 250.00
Local Transportation	\$ 200.00
(National ASA Rep, ASA National UIC, Umpires)	
Admission Tickets	\$ 200.00
Tournament Program	\$ 500.00
Tournament Opening Ceremonies	\$ 200.00
Event Facility Banner & Signage	\$ 300.00
ASA National Tournament Team Awards	\$ 3,000.00
ASA Team Assessment Fees	<b>\$ 1,500.00</b>
National ASA Rep, UIC, (2) Asst. UIC & Umpires Housi	ng Comped
ASA Team Award Fund (\$50.00 per team entered)	\$ 1,500.00
Softballs	\$ 1,200.00
Souvenir Fee to National Office (10% of total gross sales/exch	uding sales tax) \$ 50.00
Tournament Luncheon/Draw	\$ 250.00
Miscellaneous Supplies (Brackets)	\$ 100.00
Staff Event Shirts	\$ 100.00
TOTAL EVENT EXPENSES	<u>\$ 16,460.00</u>
TOTAL PROJECT EXPENSES	21,610.00
Profit (Loss)	\$(5,760.00)

# PROJECT BUDGET RECAP

## **INCOME SOURCES:**

TOURIST DEVELOPMENT TAX REQUEST	\$	5,150.00				
ADDITIONAL FUNDING SOURCES (Seminole County cannot be sole source.)						
Central Florida ASA	\$	1,200.00				
TOTAL ADDITIONAL FUNDS	\$	1,200.00				
OTHER INCOME SOURCES						
Tournament Gate		\$ 2,000.00				
Souvenir Sales		\$ 500.00				
Hotel Rebates		\$ 1,500.00				
Team Entries		\$ 5,500.00				
TOTAL EVENT REVENUE		<u>\$ 9,500.00</u>				
TOTAL INCOME	\$	15,850.00				

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	тооЯ эрвтэчА	Approximate Hotel		Estimated		Estimated Rooms	
45.225,5	\$ 10.0	00.000,02	\$	352,254.00	\$		COUNTY LOCAL OPTION SALES TAX:
	Tax Rate	Sales		Direct Impact	]		
	Option Sales	Hon-Taxable	1				
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	Multiplier	Generated					
	Disbursement	State Sales Tax					
	Florida DOR						
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	Sales Tax Rate	Sales		Direct Impact	]		
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528,381.00	\$ 2,1			327,254.00	\$		Total output economic impact:
	 Multiplier	Divider		Direct Impact	]		
352,254.00	\$						TOTAL DIRECT IMPACT =
							What other expenditures, if any, are anticipated?
							What is the expected event-site spending?
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-	\$		\$				How many youth out-of state participant days are exp
00 <sup>.</sup> 988 <sup>.</sup> LI	\$ <b>†</b>	00.16	\$	6t		ipant days expected?	How many adult in-state attendance/spectator/partic
00.884	\$ 7	122.00	\$	I		cted?	How many <mark>out-of state media/professiona</mark> l days expe
146,400.00	\$ <b>†</b>	00.221	\$	300		ays expected?	How many adult out-of state attendance/spectator da
165,920.00	\$ <b>†</b>	00.221	\$	340		JP:	How many adult out-of state participant days expecte
21,610.00	\$						How much will event organizers spend locally?
SJATOT	Event days	Multiplier		Quantity		smest 0£ - qidenoiqmet	OS ASA Softball Men's Major Fast-Pitch National Cl



## REQUEST FOR FUNDS

# SEMINOLE COUNTY TOURISM DEVELOPMENT 1230 DOUGLAS AVENUE, #116, LONGWOOD FL 32779

EVENT NAME		
ORGANIZATION		
ADDRESS		
		TELEPHONE
REQUEST PERIOD	FROM	TO
REQUEST #		
( ) INTERIM REPORT	( ) FIN	IAL REPORT
TOTAL CONTRACT AM	OUNT \$	
EXPENSE	BUDGET	REIMBURSEMENT REQUESTED
		<u> </u>
TOTALS		
Federal laws. CERTIFICATION OF FIN correct based on our officinal maintained and that the co	NANCIAL OFFIC al accounting syst st shown have bee ract. The funds re	enstitute a violation of applicable State and ER: I certify that the above information is em and records, consistently applied and en made for the purpose of and in accordance quested are for reimbursement of actual cost
SIGNATURE		TITLE
EXHIBIT B		



## INSTRUCTIONS FOR COMPLETING THE REQUEST FOR FUNDS FORM

FUNDS CAN ONLY BE REIMBURSED WHEN THIS FORM IS SUBMITTED to Contracts Manager at Seminole County Tourism Development Department. Allow at least 30 days for reimbursement. If this form is not completed correctly and/or required documentation is not attached, reimbursement will be delayed or denied.

EVENT NAME:

The name of the event for which your organization is

requesting reimbursement (if applicable)

ORGANIZATION:

Your organization name

ADDRESS:

The address the reimbursement check should be sent

CONTRACT PERSON:

The person who is responsible for the request

TELEPHONE NUMBER:

The number of the contact person

REQUEST PERIOD:

Beginning and ending date of the request period

CONTRACT AMOUNT:

The total of the contract with Seminole County

REQUEST #:

The sequential number of this request

INTERIM/FINAL:

Indicate the type of request

EXPENSE:

The category of the expense for which you are requesting

reimbursement

BUDGET:

The amount budgeted for that expense from Exhibit "A" of

the contract

REIMBURSEMENT:

Amount you are requesting for reimbursement

TOTALS:

Enter total for each column

**CERTIFICATION:** 

Name, title and date certifying officer of your organization

signed request

Exhibit B Instructions



## EXHIBIT "C"

## NARRATIVE PROGRESS REPORT

# SEMINOLE COUNTY TOURISM DEVELOPMENT 1230 DOUGLAS AVENUE #116, LONGWOOD FL 32779

REPORT PERIOD	FROM	Te	0
ORGANIZATION NAM	ИЕ		
EVENT NAME			
ADDRESS			
CONTACT		PHONE	
( ) INTERIM		( ) FINAL RE	EPORT
Please describe below the each of the promotional ele Exhibit "A"). Use addition	ements for which yo	ou will be requestin	al completion date and status of ing reimbursement (refer to
Please indicate the total ex as advertising and promoti		anization plans to	make in Seminole County, such
(For Final Report only) Please indicate the econom	nic impact generated	d by your event:	
#of Hotels used		and a define of the sections.	
#of Hotel room ni	ghts		
#of out-of-town p	articipants		
#of out-of-town fa	ans		
#of out-of-town m	nedia	-	
EXHIBIT C			



### INSTRUCTIONS FOR COMPLETING NARRATIVE PROGRESS REPORTS

A Narrative Progress Report is required with every Request for Funds. These reports should be submitted to the Contracts Manager of the Tourism Development office. A Final Report which reviews the results of the entire project must be completed and included with your final request for funds.

REPORTING PERIOD: Indicate the period the report covers

( ) INTERIM ( ) FINAL Indicate the report you are submitting

The Narrative Progress Report should be completed as follows:

Answer the questions as completely as possible. For an interim report, use projections. For a final report please use actual figures.

Please call the Tourism Development office Contracts Manager (407) 665-2905 if you have any questions in completing the report.

**EXHIBIT C INSTRUCTIONS**